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(Telephone No. 66.)
Hongkong, 10th July, 1889.

A. S. WATSON & CO., LD.
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A. S. WATSON & Co., LIMITED, THE HONGKONG DISPENSARY, HONGKONG, CHINA AND MANILA.

The Hongkong Telegraph

HONGKONG, THURSDAY, JULY 11, 1889.

The widely discussed test case of *Potts v. Rustonjex*, arising out of the "corner" in the shares of the Hongkong Rope Manufacturing Company, Limited, after a trial extending over three days has ended in the complete and crushing defeat of the advance guard of the inspired market riggers. And although public opinion would appear to have largely preponderated in the other direction, no other result could reasonably have been looked for by unprejudiced and well-informed observers. The views enunciated in this journal on several occasions during the months of February and March, in language plain and unmistakable, have now been thoroughly vindicated by evidence of the most convincing character, by the legal propositions laid down by Mr. FRANCIS, Q.C., and the learned Acting Chief Justice, and by the verdict of the jury. What has for so long been regarded as a mystery that could only be spoken about in loud whispers at street corners, in Rogues' Alley and on "the Rialto," has been finally exploded, and the light of day let in on one of the most scandalous and gigantic attempts at barefaced fraud this colony has ever known. In directing public attention to the operations of this interesting "ring" of sucking Jax Gouls on the 13th of last February, the day on which the cloven hoof first became a significantly conspicuous and dangerous element in connection with the Rope Company's shares,

we distinctly indicated the existence of a "corner," and asserted that there were sound reasons for believing that the riggers were employed of the General Agents, aided and abetted by outside accomplices, and further suggested that a duty then devolved on Messrs. RUSSELL & Co. to investigate the serious charges that had openly been made of unfair dealing in connection with a public enterprise entrusted to their management. On more than one subsequent occasion we repeated and emphasised the appropriate allegations that were current, and as a policy of masterly inactivity had evidently been decided on both by the clique and the General Agents, and no other remedy of effectually redressing a great public grievance being available, we recommended the victims of the "corner" to repudiate their contracts and fight out the issue in the Supreme Court. This course was eventually adopted by Mr. RUSTONJEX, but only, it would seem, under extreme pressure; it fact it is not saying too much that he was forced into court by the extortionate demands of a combination of sharpers whose knowledge of the law could only have been on a par with their sense of honesty and fair-play, otherwise they would scarcely have ventured to run the risk of being indicted for criminal conspiracy.

There was nothing particularly intricate in the issues of *Potts v. Rustonjex*. The plaintiff had purchased from the defendant, on January 16th, 50 shares in the Rope Company at \$94 per share, for delivery on March 31st—on the face of a perfectly legitimate transaction on both sides, a contract that was valid in every way and which the law would uphold. But there were other circumstances which had an important bearing on this contract. Whether a "corner" in these shares was contemplated when Mr. POTTS made this purchase appears doubtful, although the probabilities are against the supposition, but there cannot be any doubt that a few weeks later, on or about February 12th, a combination had been formed by Mr. R. SHAWAN, who acted as Secretary for the Rope Manufacturing Co., and a number of other persons, of whom Mr. POTTS was one. The immediate result of this confederation was that in the course of two days the quotation for "Ropes" rose from \$120 to \$200—the direct consequence of the riggers having obtained complete control of almost every share on the market. And then business in this stock collapsed, and remained in a state of collapse until after the 31st of March, the date on which short-sales had to be delivered. Meanwhile Mr. RUSTONJEX had endeavored to cover the shares he had sold for forward delivery, but was unable to do so unless at prices altogether out of proportion to the value of the scrip. This was the direct act of the members of the "corner;" they contrived the market, they had raised the rate to an altogether fictitious value; and they refused to sell a single share except on their own terms. All this was practically admitted in the witness box by Mr. R. SHAWAN and Mr. POTTS, and we cannot doubt that both these gentlemen fully believed they were well within their legal right in so acting. However, Mr. RUSTONJEX, after offering by circular to cover all his short-sales at the rate of \$150 per share, which was refused, and having actually agreed to buy 400 shares at \$165 providing they could be procured outside the "ring," was eventually forced to repudiate all his contracts and to fight the matter out in the Supreme Court. It was not proved that any combination existed on January 16th, the date the 50 shares were sold to Mr. POTTS, therefore the contract was perfectly good in law. All that then remained for the jury was to assess the damages for breach of contract. The plaintiff claimed the difference between \$94, the selling price, and \$200, plus \$6 per share dividend, the alleged market value of the shares on the 31st March, the due date of delivery. Counsel for defendant argued that the quotation of \$200 was a bogus one, procured by the illegal action of the "ring," and that on March 31st there was actually no *bond fide* market at all. Both these contentions were proved, so that the only basis of assessing the damages to which plaintiff was legally entitled was on the actual value of the scrip, as a dividend-paying investment. And the jury found that but for the combination formed after January 16th to raise the quotation to a fictitious value, of which combination plaintiff was a member, the price of the shares would not have advanced beyond \$100 per share, *cum* dividend, and they awarded plaintiff the difference between the contract price and this sum, amounting to \$300. The Chief Justice further declined to accede to the Attorney General's application for costs, showing thus that in his opinion the case should never have been brought into court.

There are some peculiar features in connection with this sensational suit which call for comment. With all due respect for the contrary opinion of the Acting Chief Justice, we take the liberty of thinking that the public interests of this colony formed a very important factor for the consideration of the jury in this particular case. If the principal aim of the law in the administration of justice is not to maintain and uphold public morality and to discountenance rascality in every shape and form, we must confess ourselves greatly at fault. But according to BLACKSTONE, who is a standard authority on the subject, "the law is a rule of civil conduct prescribed by the supreme power in a state, commanding what is right, and prohibiting what is wrong." The main strength and force of a law, according to the same writer, consist in the penalty annexed to it. It is a pleasing fiction in civil actions at law that there are no penalties attached thereto, and a hard and fast line to strict procedure, or legal practice and precedent, is drawn by many occupants of the bench. But in *Potts v. Rustonjex*, both plaintiff and defendant were accused of criminal charges, offences against the laws of the colony and public morality, and evidence was tendered in support of these charges. Surely it is not good law to lay it down that if the plaintiff had been proved guilty of conspiracy or the defendant of perjury, such a fact would not be allowed to influence the jury in their verdict? If that is good law, it is also in our private opinion inconsequent nonsense. Private interests should never be permitted to over-ride public rights, and we venture to say that a valuable public right might be very seriously imperilled by the law refusing to recognise the proposition, so fairly put before the jury by Mr. FRANCIS in his powerful address.

(To be continued.)

TELEGRAMS.

THE EGYPTIAN FRONTIER.

CAIRO, July 1st. All officers on furlough have been recalled to their regiments, and the military authorities are preparing for emergency in view of the Dervishes' advance.

LOCAL AND GENERAL.

Messrs. Gibb, Livingston & Co. are informed from Singapore that the steamer *Dongle* left that port for Hongkong this morning.

An Emergency meeting of Zetland Lodge, No. 525, E.C., will be held in Freemasons' Hall, Zetland Street, this evening, at 8.30 for 9 o'clock precisely. Visiting brethren are cordially invited.

A Regular meeting of St. John Lodge, No. 618, S.C., will be held in Freemasons' Hall, Zetland Street, to-morrow, at 8.30 for 9 p.m. precisely. Visiting brethren are cordially invited.

The Hon. Treasurer of the Alice Memorial Hospital requests us to state that he has received \$56.41, from Mr. A. Wootley, the Hon. Secretary of the Masonic Hall, as a contribution to the funds of the Hospital.

At the Harbor Office this morning a sailor named Towers was charged by the master of the *Port Augusta* with refusing to work. He said he was sick, and the doctor said he wasn't. He was discharged with an admonition.

A PICK-POCKET snatched a purse from Major Macalister, of the Portuguese army, last night, in Queen's Road, and was sentenced to two months' imprisonment to-day. The Major had only arrived from Timor two or three hours before.

The *Siam Mercantile Gazette* says that one good result of the recent Chinese riots in Bangkok is that the Siamers now know that they can rely on their troops, and another is that the King has received such reports of the shortcomings of the Police that matters in that direction will soon be reformed.

At the Police Court this afternoon Mr. Pollock had before him the master of the ship 242, Queen's Road West, whose prosecution on a charge of arson was ordered by Mr. Wodehouse last week. The Crown Solicitor prosecuted, and Mr. Ho Wynn defended. The evidence was identical with that given at the inquiry. The case was remanded.

VICTORIA COLLEGE is to be informally opened to-morrow. Scholars are to turn up at nine o'clock. Rather an extraordinary "hole-and-corner" way of entering \$100,000 buildings—we do not say it is worth that, mind—only what it cost to start teaching in it on a Friday morning, with a beggarly little notification to parents and guardians, and not even a new hat for the head master.

A COURT-MARTIAL was held on the *Victor Emmanuel* to-day, at the instance of Lieut. Commander Denison, of H.M.S. *Firshard*, on Mr. William Feder, an officer of the vessel, the charge being that of drinking while unable to work. Captain Hall, of the *Seymour*, presided. Prisoner pleaded guilty, and was adjudged to lose six months' seniority, and be dismissed his ship.

Two sudden deaths occurred yesterday. The first occurred during the afternoon. An Englishman named William McCall, lately fourth engineer on the *Perth*, was walking along Bonham Strand when he suddenly fell. When he was picked up all he could say was "Hospital," and he was taken there, only to die in about an hour. In the evening Mr. T. Leatherbarrow, the senior boarding officer, was taken suddenly ill, and died of heat apoplexy about an hour after Dr. Ayres was sent for. He was married. On many of the local steamers to-day the flags were half-masted, and his interment was numerously attended by representatives of the Masonic Lodge with which he was connected.

We regret to have to record the death of Mr. Thomas Middleton Leatherbarrow, first boarding officer in the Harbour Department, which occurred yesterday evening of heat apoplexy. Mr. Leatherbarrow was at one time an officer on board the *O. & C. Co's* steamer *Orinda*, and joined the Harbour Department about a dozen years ago. He was very popular both in his official capacity and socially, and had many friends in the colony. He took considerable interest in boat sailing, and won many races in our local regattas. At one time Mr. Leatherbarrow was an active member of the masonic fraternity, and served a term as S.W. of Lodge St. John, No. 618, S.C. The funeral this afternoon was very largely attended. Deceased was in his fortieth year.

THE P. & O. S. N. Co.'s extra steamer *Gwalior* left Bombay for this port at 9 a.m. yesterday.

THERE will be a regular meeting of Perseverance Lodge, No. 1165, in Freemasons' Hall, Zetland Street, on Tuesday, the 16th instant, at 5 for 5.30 p.m. precisely. Visiting brethren are cordially invited.

At the Magistrate's this morning, Mr. Wodehouse held an inquest on the body of Arthur Bakers, of the Naval Dock-yard, who was drowned on Tuesday night, whilst bathing. A finding of "Accidental death" was recorded. A similar finding was given in the case of a coolie who was drowned yesterday whilst trying to climb up the side of the *Pekin*. He trusted to a chain which was tied to a slender rope at the upper end, and it broke. He is climbing the golden stair now.

SUPREME COURT.

IN APPELLATE JURISDICTION.

(Before the Full Court.)

WOTTON & DEACON v. PITMAN.

In this matter Mr. Francis, Q.C., (instructed by Mr. Webster) made an *ex parte* application on behalf of Mr. J. Pitman, for leave to appeal from the judgment of Mr. Justice Wise, sitting in Summary Jurisdiction. The Attorney-General, (instructed by Messrs. Wotton & Deacon) was present.

Mr. Francis said that he applied under the provisions of section 4 of the Summary Jurisdiction Act XIV of 1883, and the grounds of his application were, first, that the judgment given in the Court below was against the weight of evidence, in as far as it held that the defendant personally promised to pay; secondly that it was wrong in law, in as much as it held that a verbal acknowledgment or promise to pay was sufficient to take the case out of the operation of the Summary Jurisdiction Ordinance of 1883; and thirdly that the Court had no jurisdiction, the suit not having been commenced within three years from the time when the debt was contracted. He did not propose to argue the first point then, but would ask for leave upon the second ground. The provision in the Summary Jurisdiction Ordinance on which the application was founded, section X, stated that "all suits for sums not exceeding \$1000 must be commenced within three years next after the cause of action shall accrue, unless there has been some acknowledgement, contract or promise to pay by the party charged within three years of the commencement of the suit." The action in this case had been brought in the Summary Court in respect to a number of separate bills of costs, for separate business, all of which had been done at a period exceeding three years from the commencement of the suit. Mr. Justice Wise:—One was within the period. Mr. Francis stood corrected. But all the items were separate.

The Acting Chief Justice said that in the case of attorneys' bills he had heard it argued that they were continuous—that each was connected with the preceding one, but that was in respect to taxation.

Mr. Francis thought the greater portion of these bills were for separate and distinct work—there were no continuous items in one to carry on another in that sense.

The Acting Chief Justice asked if the bills were in Court.

Mr. Francis replied that the work done had not been disputed, and he did not know of any point being raised as to the amount charged.

The Acting Chief Justice:—The cause of action arises when a signed bill is delivered, not when the work is done. The Statute of Limitations would date from then, if the Solicitors' Act of 1837 is in force here.

Mr. Francis:—It is not.

The Acting Chief Justice:—Is not an attorney bound to deliver a signed bill of costs here?

Mr. Francis thought not.

The Acting Chief Justice:—Surely it is an Act of general application?

Mr. Francis replied that it had not been adopted or extended by any local Ordinance, he was sure that no local Ordinance had been passed. He believed that the English legislature only commenced to have force from the commencement of the present reign.

Mr. Justice Wise pointed out that the Solicitors' Act was dated 1837, and therefore operated here.

Mr. Francis submitted that Ordinance XIV of 1883 would override all provisions contained in that Act.

The Acting Chief Justice said that if the Act were to force the Statute of Limitations would date from the delivery of the bill.

Mr. Francis contended that the Act was not in force. That question had not been raised at the hearing—the question really was with reference to the dates when the work was finished. He did not know when the bills were sent in—he did not think it came out in the evidence, but the work was certainly done, in some cases, at periods considerably more than three years ago, as far back as 1884.

The Acting Chief Justice thought they must admit, for the purpose of argument, since the date of the delivery of the bills was not known, that they were delivered when the cause of action arose.

Mr. Francis again read the section fixing the period within which suits must be commenced, and said that the question raised at the trial was whether the acknowledgment or undertaking to pay must necessarily be in writing.

The Acting Chief Justice:—The acknowledgment was admitted for the purposes of this argument.

Mr. Francis:—Yes, solely for that purpose. There was an acknowledgment made verbally, and his lordship (Mr. Justice Wise) found that there had been a decision in the same Court that an acknowledgment need not be in writing. We ask for leave to appeal from that decision, and I submit that the provisions of this section are entirely at variance with the Statute of Limitations, by the provisions of which no promise or acknowledgment, except in writing, can take the case out of the Statute. Your lordships will construe this section on precisely the same lines—it is precisely in the nature of the Statute of Limitations, and interpreting this you will read it and interpret it in exactly the same way. The intention of the Legislature in passing this section, and wording it in this way, must have been to apply to the existing state of the law, and to take into consideration that "acknowledgment" and "promise to pay" in a contract or document drawn up between private parties, these words had been used, you would refer for their meaning to the existing statutes to throw a light on their interpretation.

The Acting Chief Justice:—You see in England there is a six years limit; then comes in an amending Act which says that the acknowledgment must be in writing. Then the Legislature of this Colony reduces the time of limitation, and taking into consideration that recognition might not have occurred to the Legislature that as the time was reduced the security of writing was no longer necessary. Probably when we look at the reasons of the Legislature for amending the Act—the danger of the unsatisfactory proof of acknowledgment when such a long period was allowed for, we shall see that it was thought necessary to be in writing, but the danger was reduced with the reduction in the time. For instance for one year it would be much more satisfactory than for ten.

It does not follow that the Legislature had the English statutes in mind because they altered the time.

Mr. Francis suggested that the Legislature must have had the same end in view as the framers of the original Statute of Limitations—the guarding against fraud and weakness of memory; especially in the case of the Chinese who so largely avail themselves of that Court. Without written acknowledgments there was the same danger of unreliability with three years as with six.

The Acting Chief Justice reminded him that verbal acknowledgments had been sufficient in England for two hundred years.

Mr. Francis admitted that, but rejoined that there was so much injustice done and perjury committed that the Courts had great difficulty in deciding cases, through the conflict of evidence, and it was to remedy that that the clause as to the necessity for acknowledgments being in writing was inserted in the statute. It was the same fault which the local Legislature sought to remedy when they repealed the statute and altered the time to three years. If they had not intended that the undertaking to pay should be written they would have left the law in precisely the same state as it was before the original clause was introduced by Parliament.

The Acting Chief Justice asked if the argument would be the same supposing that the time had been reduced to one year.

Mr. Francis thought so.

The Acting Chief Justice said that Courts had to look strictly at the wording of the law. If it was shown that the local Ordinance was drafted on the lines of the Statute of Limitations Mr. Francis' argument would have great force, but as there was nothing to show that, they must look at the law as it stood.

Mr. Francis submitted that the rule was a broad and clear one. They had to look at the evil the Legislature were trying to remedy. In this case, by simply shortening the period to three years, the same evil existed—the same confusion as to the existence of an acknowledgment if a *verba voce* promise was admitted. It might be that such a promise was spoken a day over six years ago, or a day under, how could they tell?

The Acting Chief Justice asked if the decision which had been taken as a precedent was given by the Full Court?

Mr. Francis said that it was given by Mr. Russell, sitting in Summary Jurisdiction.

The Acting Chief Justice:—I must say I am disposed to be against you, and so is my learned brother, but it is a question of some importance, and if you wish, at your own risk to have it tried before the Full Court whether it is right or not you may do so. Upon this point alone there will be an absolute rule granted.

Mr. Francis:—And Mr. Justice Wise will state a case?

The Acting Chief Justice:—That will be a convenient way.

NEWS BY THE AUSTRALIAN MAIL.

The E. and A. Co.'s steamship *Catterthun*, Capt. J. W. B. Danks, arrived from Sydney and Australian ports yesterday evening. We are indebted for the subjoined telegrams to our Colonial exchanges:—

LONDON, June 3rd.

Sir Hercules Robinson retires from the Colonial service in consequence of finding that Lord Knutsford, Secretary of State for the Colonies, is not prepared to support his South African policy.

Lord Knutsford declared in the House of Lords, in reference to the rumour affecting Sir Hercules Robinson's retirement, that the latter leaves the Imperial service quite voluntarily, and that no thing has passed from which Sir Hercules Robinson might infer that his policy in South Africa is regarded by the Government with disapproval. All that has taken place is, says Lord Knutsford, that the Imperial Government have been unable to promise to support the late Governor of Cape Colony in his views upon the South African question without discussing the whole situation.

Lords Kimberley and Carnarvon asserted that any successor to Sir Hercules Robinson in the office of Governor and High Commissioner must follow his immediate predecessor's policy.

In the House of Lords this evening, Lord Knutsford, replying to a question put by Lord Lamington, said that he believed the Australian colonies were not prepared to pay the cost of maintaining Imperial troops, even if the British Government were willing to send out portions of the home forces to colonies. If, however, strong pressure were exercised by the colonies, Her Majesty's Government would consider a request to send out troops to assist in the defence of the colonies, provide that the necessary pecuniary conditions could be agreed upon.

June 6th.

Mr. Anderson, of Anderson, Anderson, and Co., managers of the Orient Line, has gone to Canada to sign a contract with the Dominion Government for an Atlantic service. It is also stated that Mr. Anderson will open negotiations for an Australian-Canadian steam service, subject to the colonies.

It is reported that Lord Gormanston will be the successor of Sir Frederick Napier Broome as Governor of Western Australia.

Sealing vessels are still going to the Behring Sea seal-fishing grounds, in defiance of the American warning against this course.

It is expected that another half-yearly reduction will shortly take place in the rate of freight to the colonies.

It is expected that the prospectus of the Wyong Coal Company, New South Wales, will be issued in July. The nominal capital will be fixed at £500,000, but the working capital will be £150,000.

Mr. Campbell Praed, husband of the well-known Queensland authoress, Mrs. Campbell Praed, has been awarded £500 damages in a case which he brought against the proprietor of the *Glenelg Mail* for a libel contained in that publication, and directed against his wife.

June 7th.

The German Press declare that the cordial relations between the Emperor William and the Czar are unchanged, and that there is no fear of war.

Woodruff, who was arrested for the murder of Dr. Cronin, of Chicago, and who has since made a confession of his guilt, has implicated Alexander Sullivan, a member of the Clan-na-Gael. Sullivan is under surveillance by the police.

The Paris police have made a seizure of secret documents belonging to a Boulangist National Committee. The documents were concealed in a small building used as a draper's shop.

Mr. Reicker and M. Fleuchat, officers attached to the department of the Minister for War, have been arrested for having identified themselves with Boulangism.

June 7th.

The books of the Traders' Bank show that in 1882 Alexander Sullivan's account was credited with 100,000 dollars, the money being used largely in connection with the grain "corner" of Chicago. The papers of the late Dr. Cronin, who was murdered, imply that Sullivan, Ronald, and Gentry diverted 350,000 dollars, subscribed for the Irish nationalist movement, towards the operations of the Clan-na-Gael.

It is now alleged that Le Caron was assured by Luke Dillon and Sullivan that there was a plot to murder Dr. Cronin.

The evidence of the complexity of Sullivan is said to be thickening.

The Registrar in Bankruptcy has refused to approve of the offer of composition to the amount of 10s. in the pound made by Lawrence and Son, and has determined to enforce bankruptcy on the ground that the debtor had gambled in copper shares. Lawrence estimates that the realisation of his estate in bankruptcy will only give creditors 2s. in the pound.

A disastrous fire has occurred at Seattle, in the territory of Washington. The fire devastated an area of 74 acres, the damage to property amounting to 200,000 dollars. Many persons lost their lives during the progress of the fire.

Seattle is the capital of King County, Washington Territory, on the eastern shore of Puget Sound. The city is the base of supplies for a large tract of country inland, in which are mines, lumber camps, and extensive agricultural interests. Its trade and importance as a seaport have been increasing rapidly during the last few years.

June 8th.

Workmen have commenced operations at Greytown, in connection with the construction of the Nicaragua Canal.

Mr. Bourke, the engineer of H.M.S. *Calliope*, has been promoted to the position of engineer of the Fleet on the Australian station.

Her Majesty the Queen has approved of the appointment of Mr. Henri Verley as French Consul in Sydney.

Shocks of earthquake have been felt at Madrid. A shock was also experienced at New York. In neither city was any damage done.

The fund which has been opened in the United States for the relief of the sufferers by great floods in the States of Pennsylvania, Maryland, and Virginia amounts to 1,500,000 dollars. Fifteen thousand persons have been rendered entirely destitute by the disaster.

It will take 10,000 labourers a month to clear the wreckage at Johnstown.

The Parliament of the Cape of Good Hope has passed a resolution regretting the retirement of Sir Hercules Robinson from the Governorship of that colony, and expressing the hope that the future policy of the colony will be carried out in accordance with his views.

June 10th.

The Shah of Persia has arrived in Berlin. He was cordially received by the Emperor William. Prince Bismarck had previously gone to Vazir.

It is rumoured that the Shah of Persia and the Czar of Russia have signed a secret convention, by which the Shah undertakes to cede Khorassan, a province of Persia, to Russia, in case of war; and to submit the Persian commercial policy for revision by Russia. In return, Russia undertakes to uphold the present dynasty in Persia.

The *Kölnische Zeitung* says that the Czar has sharply warned the Shah that if he acceded to England more than was fair to Russia a hundred thousand bayonets would cross the frontier.

[Khorassan ("The country of the Sun") is one of the richest provinces of Persia, forming the north-east portion of that kingdom. It consists of 140,000 square miles, comprising nearly a quarter of Persia. Population, 800,000. The country is wonderfully fertile, except where the great desert of Persia encroaches upon it, and its prosperity may be expected to increase now that the Turkoman raids all the way along the north are suspended, in spite of the tyranny and imbecility of the rulers. The Russian outpost stretch for nearly 200 miles round the north, from the mouth of the Atrek to the Zulfair Pass. On the south the great desert separates it from the rest of Persia. Communication with Tehran is only maintained by a couple of roads through the narrow cultivated gulches along the Caspian. Early in 1886 an exploring expedition under the direction of Dr. Radde and other eminent scientists, and the auspices of the Emperor of Russia, started from Tiflis to investigate the natural history of Khorassan.]

At the inquiry into the death of Dr. Cronin, who was murdered in Chicago, it was proved that Patrick Egan was a member of the executive of the Clan-na-Gael.

The fact that the Archbishop Michael, on returning to Servia, visited the Czar has caused sensation in Vienna. The Archbishop proposes that Prince Nikita of Montenegro should be proclaimed King of Servia, including Bosnia and the Herzegovina.

The newspaper correspondents suggest that Austria should make an attempt to checkmate Russia by recalling King Milan, and restoring Bosnia and the Herzegovina to Servia for a money payment.

The Chelwynd-Durham, sporting case was opened to-day by Sir Henry James, Q.C.

The Archbishop of Canterbury (Dr. Benson), Cardinal Manning (Archbishop of Westminster), the Rev. C. H. Spurgeon, the Very Rev. Dr. Vaughan (Master of the Temple), Mr. Gladstone, Mr. John Morley, the Marquis of Harrington, and Lord Randolph Churchill have been appointed members of the committee for raising an English memorial to the Rev. Father Damien, the leper

Nottingham has defeated Surrey in a single innings, with 153 runs to spare.

Sir George Chetwynd is positive that the alleged Jockey "Ring" never existed. He admitted having purchased some of Wood's horses at a fixed price contingent upon the horses winning.

LONDON, June 12th.

Four hundred thousand persons visited the Paris Exhibition yesterday.

The Co-operative Congress at Ipswich has adopted a resolution hostile to the Sugar Bounties Convention.

It is reported that Germany has suspended diplomatic relations with Switzerland, in consequence of the difficulty arising out of the arrest of a German for complicity in the Nihilist plot at Zurich.

It is reported that the Princess of Wales and the Czarina are in favour of the betrothal of Princess Maria, third daughter of the Prince and Princess of Wales, to the Grand Duke Nicholas, the Czar's nephew.

Prince Nikita of Montenegro has ordered that the Montenegrin army shall be at once placed upon a footing of readiness for active service at the shortest notice.

June 12th.

Prince Nikita, in an interview with Count Kalnoky, the Austrian Minister for Foreign Affairs, expressed a desire that cordial relations should continue to exist between Montenegro and Austria.

The Duke of Portland was today married to Miss Dallas-York.

June 12th.

It is rumoured in Berlin that General Vukobratovich and Auenckoff, of the Russian Army, are at present in Paris, arranging a political and military co-operation between Russia and France, without a formal alliance being entered into.

An impression prevails that for the sake of concord America will concede nominal damages to Germany in respect of the attack upon German marines by Matanzas, whose punishment America at first objected to.

AUCKLAND, June 12th.

News from Fiji states that a Court of Inquiry has been held into the circumstances of the wreck of the *Albatross*. The Court suspended the captain's certificate for two years, on the ground that the vessel was lost through gross carelessness.

The Governor left in H.M.S. *Rapid* for Samoa on June 4th.

Two slight shocks of earthquake have been felt at Levuka.

BRISBANE, June 12th.

Mr. Dillon addressed a crowded meeting in the Hibernian Hall at Rockhampton last night, and was very heartily received. The receipts at the door and collections in the room amounted to over £400. Funds are still coming in. Mr. Dillon has also received £300 from the Hibernians of Harland and £44 collected in the vicinity of Emerald, on behalf of the Farnell defence fund. He visits Mount Morgan to-morrow.

LATE TELEGRAMS.

LONDON, June 8th.

Bishop Temple, of London, has appealed against the mandamus of the Queen's Bench Division requiring His Lordship to hear the complaints made in 1888 against the alleged ritualistic character of the new services in St. Paul's Cathedral.

The charge against Viscount Mandeville, the eldest son of the Duke of Manchester, of obtaining the sum of £1,850 under false pretences, laid in the Police Court by reason of the refusal of the prosecutor to give evidence. The case was, however, brought by the presiding Magistrate under the notice of the Public Prosecutor, and that official was caused a summons to be served on the Viscount.

Archbishop Michael, who was driven from his metropolitanical See of Belgrade by the ex-King of Servia, has been reinstated in his position.

Theodosius, the Archbishop Metropolitan of Servia, has resigned his position, to which he was raised unlawfully by the ex-King Milan.

Latest advices from Abyssinia tend to discredit the report that Ras Aloulah, the famous Abyssinian General, was killed by the Derwishes in the recent series of engagements, in one of which King John lost his life. There is a rumour afloat that Ras Aloulah is busily engaged in assembling an army of Abyssinians with the object of retaking Kerem, of which town the Italians lately possessed themselves. The credibility of the report, however, is not vouched for by the authorities.

The fire at Seattle did more damage to property than was at first supposed. It laid waste an area extending over seventy-four acres of land, and the loss is now stated at \$20,000,000. Numerous deaths have been occasioned by the fire, and of these no estimate can yet be made.

June 10th.

The proprietors of the Pennsylvania Railway have been committed for trial on the charge of criminal negligence in connection with the cause of the late floods. The evidence showed that they had received several warnings of the insecurity of the dam, the collapse of which, it prophesied, would take place at the first flood. The prisoners reserve their defence.

England's trade returns show an increase of exports to the extent of 55 per cent., and of imports 14 per cent., as compared with the corresponding period of last year.

June 12th.

The late Duchess of Cambridge's will has been proved. The personality was sworn at £150,000. At the inquest on Dr. Cronin at Chicago, a verdict of wilful murder was returned against the Clan-na-Gael. Several witnesses swore that they had been offered bribes to murder Dr. Cronin.

Mr. Gladstone, who is touring through the west of England, has been enthusiastically received everywhere. At Redruth he received a deputation of miners and the working classes, who presented him with an address of welcome signed by 30,000 persons.

A Bill has been introduced in the New York Senate authorising the use by a newly-established Company of the great water power of the Niagara Falls for the purpose of generating electricity on Sir W. Siemens's plan.

June 17th.

Horrible barbarities have been committed in New Caledonia, scores of victims being sacrificed on the occasion of the funeral of a native king.

June 18th.

Another terrible disaster has occurred in America. A cyclone swept over the state of Kansas, followed by flood, which swept away the village of Uniontown, but the people had been previously warned and the loss of life was small.

June 22nd.

In the House of Commons, last evening, Sir John Gorst, replying to Mr. Cairne, said that the question relating to the necessity of imposing an excise on beer in India is being considered.

VIENTIANE, June 22nd.

The Austro-Hungarian Delegations assembled here to-day. The Budget comprises various credits, showing that they are directed towards continuing the augmentations and improvements in the arrangements of the Empire.

CONSTANTINOPLE, June 22nd.

Advices from Crete state that the excitement which has taken place there owing to factional quarrels is quieting down.

LONDON, June 24th.

A large portion of Lister's mills at Bradford has been destroyed by fire yesterday. Two firemen were killed and three were seriously injured.

June 20th.

In the House of Commons last night, Mr. Ballour's Bill for an Imperial grant to assist the drainage of the Bann Valley has been read a second time. Bills for the drainage of the Barrow and the Shannon have also been introduced in the House.

Sir James Ferguson, replying to a question in the House of Commons last evening, said that the exclusive right for the construction of railways in Persia has not been granted by the Shah to Russia, but a certain priority has been promised to a Russian Company.

LUI MING-CHUAN ON RAILWAYS.

Lui Ming-chuan, the energetic Governor of Formosa, has lately issued an interesting memorandum specially referring to the proposed railway between Tientsin and Tungkow. Unlike the Viceroy of Canton, he is in favor of this proposal, believing that it will only inconvenience a few people to have to clear their dwellings or tombs from out of the line of route, and that even if it inconvenienced many hundreds, they must be sacrificed for the good of the whole country. With regard to the fear of throwing boatmen and carriers out of employment, his Excellency says a similar fear existed when steamers were about to be introduced, and was found by experience to be groundless.

1.—This Governor recommended the general introduction of railways ten years ago, but with no success, and is now delighted to observe the Government taking up the question with energy, as he believes no modern invention does more to make a country rich and powerful.

2.—The Censor Yü Lien Yuan's objection that the railway line might possibly be the means of bringing an enemy, in time of war, suddenly under the walls of Peking, he meets by the remark that although all the capitals of Europe are connected by lines of rail, none of them has been invaded by another country's army in such a manner. In time of war it might be useful for China to be able to transport the fine troops of Tientsin and Taku with celerity to the defence of Peking, and in time of peace it will increase the efficiency of the Peking Field Force, to take them down frequently to these ports to manœuvre in concert with their defenders.

3.—A railway should be built from Tungkow to T'ing-kiang-pu, or T'ing-ho Hien and Hwai-an Fu in Kiangsu. The long and dangerous voyage by sea round the Shanghai Promontory would be avoided by this means, and the profits now gained by foreigners would go to China.

4.—The Censor objects to Railways because our ancestors had them not. But we must move with the times, and cannot now revert in peace to the old communal nine-square divisions of land, or in war to the bows and arrows of our ancestors. Last year the Governor read in the papers how the Russian Czar had ordered a railway from Tomsk to Sta (?), a place within 100 li of the Chinese province of Heh-lung-kiang (Amur), or in all 6,000 li long. A German merchant informed the Governor that the Czar had ordered that to be built every day, so that in about two years it would be done. But however long it takes, it clearly shows that the mouths of the Russians water for our Manchurian provinces. Let us then make ourselves strong against any possible aggression while we have time, and we cannot take a better means to that end than the extension of railways.

Scott's Emulsion of Pure Cod Liver Oil with Hypophosphites, is a combination of two most valuable remedies, in a palatable and easily digested form, having great healing and strengthening properties, most valuable in Consumption and wasting diseases. Read the following:—"I have found Scott's Emulsion of great benefit in the treatment of phthisical and scrofulous diseases. It is extremely palatable and does not upset the stomach—thus removing the great difficulty experienced in the administration of the plain oil."—D. P. KENNA, L.R.C.S., Surgeon, St. Vincent's Hospital, Dublin. Any Chemist can supply it.—A. S. Watson & Co. (Limited), agents in Hongkong and China.—[Advt.]

To-day's Advertisements.

ZETLAND LODGE,
No. 515.

AN EMERGENCY MEETING of the above LODGE will be held in FREEMASONS' HALL, Zealand Street, THIS EVENING, the 11th instant, at 8.30 for 9 O'CLOCK precisely. Visiting Brethren are cordially invited.
Hongkong, 11th July, 1889. [855]

ST. JOHN LODGE
OF HONGKONG,
No. 618, S.C.

A REGULAR MEETING of the above named Lodge will be held in FREEMASONS' HALL, Zealand Street, TO-MORROW, the 12th inst., at 8.30 for 9 P.M. precisely, instead of 9 for 10 P.M. as previously announced. Visiting Brethren are cordially invited.
Hongkong, 11th July, 1889. [854]

PERSEVERANCE LODGE OF
HONGKONG,
No. 1165.

A REGULAR MEETING of the above LODGE will be held in FREEMASONS' HALL, Zealand Street, on TUESDAY, the 16th inst., at 5.30 for 7 P.M. precisely.
Hongkong, 11th July, 1889. [870]

THE SELAMA TIN MINING COMPANY,
LIMITED.

NOTICE is hereby given that the STATUTORY MEETING of the above named Company will be held at the Offices of the Company, No. 18, Queen's Road Central, at 8 O'CLOCK P.M. on TUESDAY, the 23rd July, 1889.
By Order of the Directors, ALEX. LEVY, Secretary (pro tem).
Hongkong, 11th July, 1889. [871]

WANTED, a FURNISHED HOUSE at the Peak. Possession immediate.
Apply to S. J. DAVID & Co., 9, Queen's Road.
Hongkong, 11th July, 1889. [872]

NOW IN THE PRESS.

"THE CORNER IN ROPES," a full report in Pamphlet form of the sensational trial, POTTS v. RUSTOMJEE, together with the history of the "Corner," the scene in Court, and other interesting particulars. Orders for copies to be sent to any of our local Agents, or to "THE HONGKONG TELEGRAPH" Office.
PRICE 10 CENTS.
Hongkong, 11th July, 1889. [703]

To-day's Advertisements.

DOUGLAS STEAM-SHIP COMPANY, LIMITED.

FOR SWATOW, AMOY, AND TAMSUI.

THE Company's Steamship

"HAILONG."

Captain Roach, will be despatched, for the above Ports, on SUNDAY, the 14th instant, at DAY-LIGHT.

For Freight or Passage, apply to DOUGLAS LARRAIK & Co., General Managers.
Hongkong, 11th July, 1889. [868]

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

FOR SHANGHAI, KOBE & YOKOHAMA.

THE Company's Steamship

"OANFA."

W. S. Thomson, Commander, will be despatched for the above Ports, TO-MORROW, the 12th instant, at DAYLIGHT.

For Freight, etc., apply to ARNHOLD, KARBURG & Co., Agents.
Hongkong, 11th July, 1889. [866]

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

NOTICE TO CONSIGNEES.

FROM GLASGOW, LIVERPOOL AND SINGAPORE.

THE Company's Steamship

"OANFA."

having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods, are being landed at their risk, into the Godowns, of the Hongkong and Kowloon Wharf and Godown Company, Kowloon, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all claims must be sent to the Office of the Undersigned before Noon, on the 17th instant, or they will not be recognized.

All broken, chafed, and damaged goods are to be left in the Godowns, where they will be examined on the 17th instant, at 4 P.M.

No Fire Insurance has been effected, and any Goods remaining in the Godowns after the 17th inst., will be subject to rent.

Optional Cargo will be forwarded unless notice to the contrary be given before 10 A.M., TO-DAY, the 11th inst.

Bills of Lading will be countersigned by ARNHOLD, KARBURG & Co., Agents.
Hongkong, 11th July, 1889. [867]

NORDEUTSCHER LLOYD.

NOTICE TO CONSIGNEES.

STEAMSHIP "DRESDEN."

FROM BREMEN AND PORTS OF CALL.

THE above named Steamer having arrived, Consignees of Cargo are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk into the Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, whence delivery may be obtained.

Optional Cargo will be landed here in Hongkong unless notice to the contrary be given before 3 P.M., TO-DAY, the 11th inst.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 18th instant will be subject to rent.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on WEDNESDAY, the 21st instant, at 4 P.M.

All Claims must reach us before the 25th inst., or they will not be recognized.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by MELCHERS & Co., Agents.
Hongkong, 11th July, 1889. [4]

"SHIRE" LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

STEAMSHIP "CAMARTHENSHIRE."

FROM HAMBURG, ANTWERP, LONDON, PENANG AND SINGAPORE.

CONSIGNEES of Cargo are hereby informed that their Goods, are being landed at their risk, into the Godowns of the Kowloon Wharf and Godown Company, at Kowloon, whence and/or from the wharves delivery may be obtained.

Optional cargo will be forwarded unless notice to the contrary be given before NOON, TO-MORROW.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 18th inst., will be subject to rent.

All claims against the Steamer must be presented to the Undersigned on or before the 18th inst., or they will not be recognized.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by ADAMSON, BELL & Co., Agents.
Hongkong, 11th July, 1889. [845]

TO BE LET.

THIRD FLOOR No. 5, Duddell Street, containing a large light and airy rooms, 2 small rooms, and 2 bathrooms. Gas and Water laid on. Rent very moderate. Immediate possession.

Apply to "B," c/o Hongkong Telegraph Office.
Hongkong, 11th July, 1889. [869]

ANTI-MATIONS

GEORGE FENWICK & Co., LIMITED.

NOTICE TO SHAREHOLDERS.

NOTICE is hereby given that an INTERIM DIVIDEND OF FIVE PER CENT, or One Dollar and a Quarter per Share, will be payable to those Persons who are Registered Shareholders on the 14th July, 1889.

The TRANSFER BOOKS of the Company will be CLOSED from the 15th to the 17th inst., inclusive.

By Order, GEO. FENWICK, Manager.
Hongkong, 8th July, 1889. [856]

NOTICE.

THOMAS KERR & Co.

ENGINEERS, BOILER-MAKERS, AND CONTRACTORS.

YAU-MA-TI ENGINEERING WORKS, Kowloon.

Hongkong, 6th June, 1889. [702]

Antimations.

VICTORIA COLLEGE.

ABERDEEN STREET.

APPLICANTS for admission should be at the College on FRIDAY, the 12th instant at 9 A.M. Boys must be accompanied by either parents or guardians.

G. H. BATESON WRIGHT, M.A., Head Master.
Hongkong, 10th July, 1889. [365]

TO BUILDERS AND CONTRACTORS.

THE CHINESE AMUSEMENTS-SYNODI-CATE LIMITED invite tenders for the construction of a Switchback railway and steam roundabout to be erected at Howlington within a period of six weeks from the acceptance of the Tender.

The specification and plans may be seen at Mr. DENISON'S offices. The Company do not bind themselves to accept the lowest or any Tender.

ARTHUR J. RODYK, Solicitor for the Syndicate, 2, D'Alqui Street.
Hongkong, 10th July, 1889. [863]

WANTED.

A BOOK-KEEPER and ASSISTANT.

A European is required for Borneo in the former capacity, and a Portuguese Office Assistant, with some knowledge of accounts, in the latter.

Apply with references by letter to GIBB, LIVINGSTON & Co., Agents, The China Borneo Co., Ltd.
Hongkong, 9th July, 1889. [860]

HONGKONG HIGH LEVEL TRAMWAYS COMPANY, LIMITED.

NOTICE is hereby given that the Balance of FIFTY DOLLARS (50), due on each Share is now being Called up, and Shareholders are requested to pay the same to the HONGKONG AND SHANGHAI BANKING CORPORATION on or before the 31st day of July instant.

Any Calls remaining unpaid after that date will be charged INTEREST at the rate of 5 per cent. per annum, in accordance with the Articles of Association.

MACWEN, FRICKEL & Co., General Managers.
Hongkong, 6th July, 1889. [848]

THE HONGKONG AND KOWLOON WHARF AND GODOWN COMPANY, LIMITED.

NOTICE is hereby given that an EXTRA-ORDINARY GENERAL MEETING of the Company will be held at the Company's Registered Office, No. 13, Praya, Victoria, Hongkong, on WEDNESDAY, the 17th July, 1889, at 12 O'CLOCK NOON, the Objects and Business of which Meeting will be to submit for Confirmation the Special Resolutions passed at the Meeting held this Day.

By Order of the Board, EDWARD OSBORNE, Acting Secretary.
Hongkong, 2nd July, 1889. [833]

THE HONGKONG AND KOWLOON WHARF AND GODOWN COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

NOTICE is hereby given that an INTERIM DIVIDEND OF TWO AND A HALF DOLLARS per Share will be payable to those Persons who are Registered Shareholders on 22nd July, 1889.

The TRANSFER BOOKS of the Company will be CLOSED from 22nd to 25th July, both days inclusive.

By Order of the Board, EDWARD OSBORNE, Acting Secretary.
Hongkong 3rd July, 1889. [834]

THE DAIRY FARM COMPANY, LIMITED.

NOTICE is hereby given that an EXTRA-ORDINARY GENERAL MEETING of the Company will be held at the Company's Office, No. 5, Stanley Street, Victoria, Hongkong, on SATURDAY, the 20th day of July instant, at 3 O'CLOCK P.M., when the following Special Resolutions will be proposed, viz:—

1.—That the Capital of the Company be increased to the sum of £100,000 by the issue of 7,000 NEW SHARES of £10 each, and that the Memorandum of Association be altered accordingly.

2.—That of the said 7,000 New Shares, 3,000 be offered to the Persons who, on the 14th day of August, 1889, shall be registered Shareholders of the Company, in the proportion of one New Share for each Old Share held by them, and such offer shall be made by a notice specifying the number of New Shares which each of such registered Shareholders shall be entitled to take up, and limiting a time within which such offer is to be accepted, and such acceptance shall be made by letter addressed to the Secretary of the Company and by the payment to the HONGKONG AND SHANGHAI BANKING CORPORATION of the sum of £5 in respect of each new share applied for. The notice shall also state that if such offer be not accepted in manner aforesaid the same shall be deemed to be declined and all such shares (if any) as are declined, together with the remaining 4,000 shares, shall be offered to the Public (including shareholders) in such manner and at such times and on such conditions as the Board may determine.

3.—That Article No. VI. Subsection 1. of the Company's Articles of Association be altered by inserting therein in lieu of the figures "£30,000" the figures "£100,000" and in lieu of the figures "3,000" the figures "10,000."

By Order of the Board, E. W. MAITLAND, Secretary.
Hongkong, 6th July, 1889. [847]

THE STEAM LAUNCH COMPANY, LIMITED.

THE FIRST ORDINARY MEETING of the Company will be held at the HONGKONG HOTEL, on TUESDAY, the 30th July, 1889, at 4 P.M.

By Order, A. G. GORDON, Secretary.
Hongkong, 19th June, 1889. [812]

NEW ORIENTAL BANK CORPORATION, LIMITED.

A DIVIDEND for the Half-year ending 31st March has been declared at the rate of 6% per annum. Coupons attached to gold share warrants may be cashed and dividends on silver share warrants issued locally will be paid on and after 15th July at the Hongkong Branch Office.

H. A. HERBERT, Manager.
Hongkong, 6th July, 1889. [846]

Consignees.

OCCIDENTAL AND ORIENTAL STEAM-SHIP COMPANY.

NOTICE.

CONSIGNEES of Cargo per Steamship "ARABIC."

The above Steamer having arrived, Consignees of Cargo are hereby requested to send in their Bills of Lading for Countersignature, and to take immediate delivery of their Goods from along-side.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

CHAS. D. HARMAN, Agent.
Hongkong, 5th July, 1889. [1]

PACIFIC MAIL STEAMSHIP COMPANY.

NOTICE.

CONSIGNEES of CARGO per Steamship "CITY OF PEKING"

are hereby notified that their goods are being landed and stored at their risk in the Company's Godowns at Wanchi, from whence delivery may be obtained, on Countersignature of Bills of Lading.

Goods remaining unclaimed after the 12th instant, will be subject to rent.

No Fire Insurance is effected.

CHAS. D. HARMAN, Agent.
Hongkong, 5th July, 1889. [2]

INSURANCES.

£1,000 STG. Payable at Age 55, or at death if previous (even if that event occurs during the first twelve months)—may be secured by a payment at the rate of 1/6 per quarter if commenced at age

£ 7 1/2 6 (n.b.) 20

£ 8 14 2 25

£ 10 11 2 30

£ 13 4 10 35

£ 17 15 8 40

£ 27 12 6 45

AFTER the Policy has been three years in force—should the Policy-holder wish to discontinue future payments—he will be entitled to receive on application a Free Paid-up Policy for proportionate amount of the Sum Assured. For instance a man who had assured at 45, after five years' payments would be entitled to a Paid-up Policy for £500 free of future payments as explained in Prospectus.

Note—It is an advantage to effect Provisions of

